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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BAJA FERRIES USA L.L.C.,

Plaintiff,

- against -

CALDER SEACARRIER CORP.,  
FENBY CO. LTD., UNITED SHIPPING  
AGENCY SRL, BRISTOL MARINE CO.  
LTD. and BML CHARTERING,

Defendants.

08-cv-06031 (DC)

**DECLARATION OF CLAIRE BILTON IN  
SUPPORT OF MOTION TO VACATE  
RULE B ATTACHMENT**

I, CLAIRE BILTON, pursuant to 28 U.S.C. §1746 hereby declare and say the following under penalty of perjury:

1. I am the Vice President of Interagro S.A., which has a place of business at 1-3 Verii Street, Sector 2, Bucharest, Romania ("Interagro Romania"). I am an authorized signatory of Interagro Romania.

2. I am familiar with the dispute between Baja Ferries USA LLC ("Baja") and United Shipping Agency SRL ("USA") that is the subject of this action and I submit this declaration in support of Defendant USA's application to vacate the attachment.

3. I assisted in the drafting of this Declaration, have reviewed and signed this Declaration, and submit that the contents are true and within my own personal knowledge.



4. Interagro Romania was the shipper under the ocean bills of lading which were issued in connection with the voyage of the M/V RENATA in or about June 2008, from Constanza, Romania, to Mombasa, Kenya, in which a cargo of fertilizer in bulk was transported. A copy of the bills of lading is attached hereto as Exhibit J.

5. The cargo that was transported under the bills of lading was the subject of a sales contract between Interagro as CFR seller and National Cereal and Produce Board ("NCPB") of Kenya as buyer.

6. Title and risk to the cargo transferred from Interagro to NCPB of Kenya at the vessel's rail in Constanza.

7. To our knowledge, Calder Seacarrier was never the owner of the cargo transported under the bills of lading.

8. NCPB of Kenya paid Interagro for the cargo pursuant to the sales contract.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

DATED: Sandhurst Kent, United Kingdom  
August 8, 2008

  
CLAIRE BILTON

